

**AN ORDINANCE  
BY PUBLIC SAFETY AND LEGAL ADMINISTRATION COMMITTEE**

**AN ORDINANCE AMENDING THE 2010 (INTERGOVERNMENTAL GRANT FUND) BUDGET, DEPARTMENT OF POLICE, BY ADDING TO ANTICIPATIONS AND APPROPRIATIONS IN THE AMOUNT OF ONE-MILLION, THREE-HUNDRED SEVENTY-FIVE THOUSAND, ONE-HUNDRED TWENTY DOLLARS (\$1,375,120.00) FOR AN EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT ("JAG") AWARD FROM UNITED STATES DEPARTMENT OF JUSTICE, AND FOR OTHER PURPOSES.**

**WHEREAS**, the United States Department of Justice ("DOJ") has awarded a joint grant award to the Atlanta Police Department, Fulton County Government, and the cities of Alpharetta, College Park, East Point, Roswell, and Union City a total of one-million, three-hundred seventy-five thousand, one-hundred twenty dollars (\$1,375,120); and

**WHEREAS**, the Department will receive the entire joint award and then pay to Fulton County, Alpharetta, College Park, East Point, Roswell, and Union City their share of the joint award as agreed to in the attached Memorandum of Understanding approved by resolution 09-R-1195. These pay-outs total three-hundred ten thousand, eight-hundred ninety dollars (\$310,890). The Atlanta Police Department will retain one-million, sixty-four thousand, two-hundred thirty dollars (\$1,064,230).

**THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS, as follows:**

**SECTION 1:** That the 2010 (Intergovernmental Grant Fund) Budget, Department of Police is hereby amended as follows:

**ADD TO ANTICIPATIONS**

PTAEO			FDOA					
Award Number		Amount	Fund	GL Dept #	Exp Acct	Function Activity Number	GL Project #	GL Funding Source
2501*****		\$ 1,375,120.00	2501	240101	3311101	1320000	210715	*****

Contract Total: \$ 1,375,120.00

**ADD TO APPROPRIATIONS**

PTAEO					FDOA						
Project Number	Task Number	Award Number	Exp. Acct.	Owning Org.	Amount	Fund	GL Dept #	Exp Acct	Function Activity Number	GL Project #	GL Funding Source
24210715	***	2501*****	5*****	COA	\$ 1,375,120.00	2501	240101	5999999	1320000	210715	*****

Contract Total: \$1,375,120.00

**SECTION 2:** That all ordinances and parts of ordinances in conflict herewith are hereby waived to the extent of the conflict.

**TRANSMITTAL FORM FOR LEGISLATION**

**TO: MAYOR'S OFFICE**

**ATTN: GREG PRIDGEON**

Legislative Counsel (Signature): Investigator Kurt Braunsroth

Contact Number: (404) 546-4266

Originating Department: Department of Police

Committee(s) of Purview: Public Safety and Legal Administration

Council Deadline: 12 November 2009

Anticipated Committee Meeting Date(s): 1 – 2 December 2009

Anticipated Full Council Date: 7 December 2009

Commissioner Signature: D/C George N. Turner

Chief Procurement Officer Signature: \_\_\_\_\_

**CAPTION**

**AN ORDINANCE AMENDING THE 2010 (INTERGOVERNMENTAL GRANT FUND) BUDGET, DEPARTMENT OF POLICE, BY ADDING TO ANTICIPATIONS AND APPROPRIATIONS IN THE AMOUNT OF ONE-MILLION, THREE-HUNDRED SEVENTY-FIVE THOUSAND, ONE-HUNDRED TWENTY DOLLARS (\$1,375,120.00) FOR AN EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT ("JAG") AWARD FROM UNITED STATES DEPARTMENT OF JUSTICE, AND FOR OTHER PURPOSES.**

FINANCIAL IMPACT (if any)

Mayor's Staff Only \_\_\_\_\_

Received by CPO: \_\_\_\_\_ (date) Received by LC from CPO: \_\_\_\_\_ (date)

Received by Mayor's Office: \_\_\_\_\_ (date) Reviewed by: \_\_\_\_\_ (date)

Submitted to Council: \_\_\_\_\_ (date)

**THE STATE OF GEORGIA  
COUNTY OF FULTON**

**KNOW ALL BY THESE PRESENT**

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITIES OF ALPHARETTA, GEORGIA; ATLANTA, GEORGIA; COLLEGE PARK,  
GEORGIA; EAST POINT, GEORGIA; ROSWELL, GEORGIA; UNION CITY,  
GEORGIA, AND FULTON COUNTY, GEORGIA**

**2009 BYRNE JUSTICE ASSISTANCE GRANT ("JAG") PROGRAM AWARD**

This Agreement is made and entered into this 13 day of July, 2009, by and between FULTON COUNTY, GEORGIA, acting by and through, the Honorable John H. Eaves, Ph.D., Chair of the Fulton County Board of Commissioners, hereinafter referred to as FULTON COUNTY, and the CITY OF ALPHARETTA, GEORGIA, acting by and through its Mayor, the Honorable Arthur Letchas; CITY OF ATLANTA, GEORGIA, acting by and through its Mayor, the Honorable Shirley Franklin; CITY OF COLLEGE PARK, GEORGIA, acting by and through its Mayor, the Honorable Paul P. Longino; CITY OF EAST POINT, GEORGIA, acting by and through its Mayor, the Honorable Joseph L. Macon; CITY OF ROSWELL, GEORGIA, acting by and through its Mayor, the Honorable Jere Wood; CITY OF UNION CITY, GEORGIA, acting by and through its Mayor, the Honorable Ralph Moore, hereinafter referred to as CITIES of Fulton County, State of Georgia, witnesseth:

**WHEREAS**, the 2009 Byrne Justice Assistance Grant ("JAG") Program provides funding to local governments to create safer communities and improve the functioning of the criminal justice system from the U.S. Department of Justice ("DOJ"); and

**WHEREAS**, a disparity of allocated funding, recognized by the U.S. Department of Justice, exists between FULTON COUNTY and the six municipalities or CITIES allocated 2009 JAG funding. This disparity is the result of the fiscal burden the County bears for the state mandated prosecution and incarceration of all Part One felony cases in Fulton County. US DOJ JAG regulations require that an understanding (consensus) be reached by all six of the municipalities or CITIES allocated 2009 JAG funding and the County before an application may be submitted to US DOJ.

**WHEREAS**, This Agreement is made under the authority of Fulton County Board of Commissioners, 2009 Meeting Agenda Item No. 09-0588; Alpharetta City Council Resolution No. 1419; Atlanta City Council Resolution No. 09-R-1195; College Park City Council Resolution No. \_\_\_\_\_; East Point City Council Resolution No. \_\_\_\_\_; Roswell City Council Resolution No. R2009-06-28; Union City Council Resolution No. 2009-08; and

**WHEREAS**, each governing body, in performing governmental function or in paying for the performance of governmental function hereunder, shall make that performance or those payments from current revenues legally available to that party; and

**WHEREAS**, each governing body finds that the performance of this Agreement is in the best interests of the parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

**WHEREAS**, the CITIES and the COUNTY will jointly share a total JAG grant allocation in the amount of \$1,375,120; and

**WHEREAS**, the CITIES and the COUNTY agree that the City of Atlanta will apply for and administer the JAG grant on behalf of all the participating CITIES and COUNTY; and

**WHEREAS**, the City of Atlanta agrees to require no additional compensation for administering the JAG grant program; and

**WHEREAS**, the CITIES and COUNTY agree to provide to the City of Atlanta quarterly reports as required by the DOJ; and

**WHEREAS**, the CITIES and the COUNTY agree to the allocation of funds as set out in Section 1 below; and

**WHEREAS**, the CITIES and COUNTY believe it to be in their best interests to allocate the JAG funds as described and set forth herein.

**NOW THEREFORE**, FULTON COUNTY and CITIES agree as follows:

Section 1.

CITIES and the COUNTY agree to divide the total allocated JAG funds in the amount of \$1,375,120 in accordance with the DOJ funding formula allocation to the CITIES and the COUNTY. (See attached spreadsheet).

Section 2.

Nothing in the performance of this Agreement shall impose any liability for claims against FULTON COUNTY other than claims for which liability may be imposed by statute or the Georgia General Assembly.

### Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against CITIES other than claims for which liability may be imposed by statute or the Georgia General Assembly.

### Section 4.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

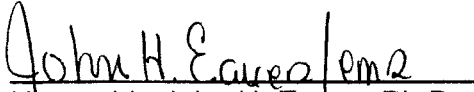
### Section 5.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

### Section 6.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; furthermore, this Agreement shall not create any rights in any party not a signatory hereto.

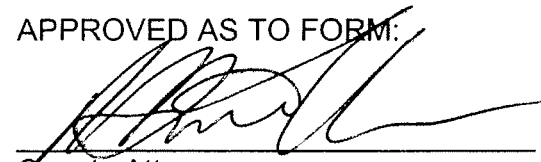
FULTON COUNTY GEORGIA

  
Honorable John H. Eaves, Ph.D.  
Chair, Fulton County Board of  
Commissioners

ATTEST:

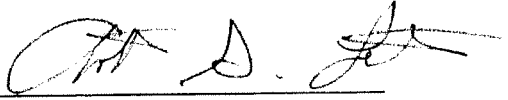
  
Clerk to the Commission

APPROVED AS TO FORM:

  
County Attorney

ITEM # 09-0588 RCS 6/17/09  
RECESS MEETING

CITY OF ALPHARETTA, GEORGIA



Honorable Arthur Letchas  
Mayor

ATTEST:



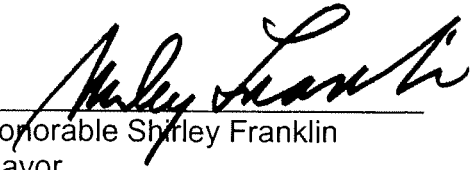
Municipal Clerk

APPROVED AS TO FORM:



City Attorney

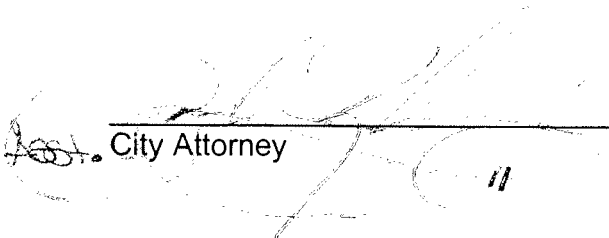
CITY OF ATLANTA, GEORGIA

  
\_\_\_\_\_  
Honorable Shirley Franklin  
Mayor

ATTEST:

\_\_\_\_\_  
Municipal Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney



CITY OF COLLEGE PARK, GEORGIA

\_\_\_\_\_  
Honorable Paul P. Longino  
Mayor

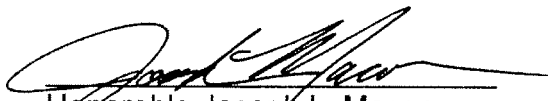
ATTEST:

\_\_\_\_\_  
Municipal Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney


CITY OF EAST POINT, GEORGIA

  
Honorable Joseph L. Macon  
Mayor

ATTEST:

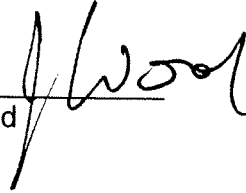
  
Municipal Clerk

APPROVED AS TO FORM:

  
City Attorney

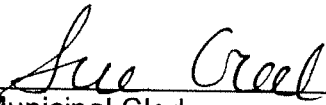
CITY OF ROSWELL, GEORGIA

\_\_\_\_\_  
Honorable Jere Wood  
Mayor

A handwritten signature in black ink, appearing to read "J. Wood", written over a horizontal line.

ATTEST:

\_\_\_\_\_  
Municipal Clerk

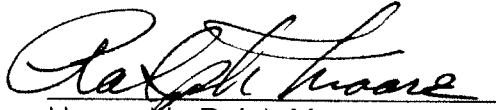
A handwritten signature in black ink, appearing to read "Sue Crail", written over a horizontal line.

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

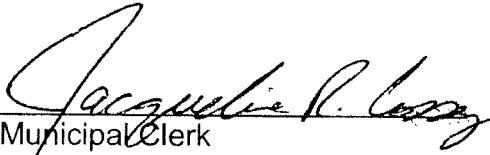
A handwritten signature in black ink, appearing to read "David Bland", written over a horizontal line.

CITY OF UNION CITY, GEORGIA



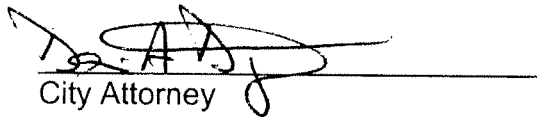
Honorable Ralph Moore  
Mayor

ATTEST:



Municipal Clerk

APPROVED AS TO FORM:



City Attorney